

EXHIBIT 1

BRIAN SANDOVAL
Governor

STATE OF NEVADA

C.J. MANTHE
Director



BARBARA D. RICHARDSON
Commissioner

DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INSURANCE

1818 East College Pkwy., Suite 103
Carson City, Nevada 89706
(775) 687-0700 • Fax (775) 687-0787
Website: doi.nv.gov
E-mail: insinfo@doi.nv.gov

December 19, 2017

XL Insurance America, Inc.
Attn: Toni Ann Perkins
70 Seaview Avenue
Stamford, CT 06902-2040

RE: Employers Mutual Casualty Company vs. Zurich American Insurance Company, et al.
District Court, Clark County, Nevada
Case No. A-17-766003-C; Dept. No. 14

Dear Ms. Perkins:

Enclosed please find the following documents: Summons-Civil, Plaintiff's Complaint for Declaratory Relief, Equitable Contribution, Equitable/Partial/Total Indemnification and Equitable Subrogation, and District Court Civil Cover Sheet. This document has been served upon the Commissioner of Insurance as your attorney for service of process on December 15, 2017.

The appropriate action should be taken immediately, as you may only have 30 days from the date of this service to respond.

Please advise if you have any questions regarding this service.

Sincerely,

BARBARA D. RICHARDSON
Commissioner of Insurance

By: Felecia Casci
FELECIA CASCI
Service of Process Clerk

Enclosures

c: Laleaque Grad, Esq.

PROOF OF SERVICE

I hereby declare that on this day I served a copy of the Summons-Civil, Plaintiff's Complaint for Declaratory Relief, Equitable Contribution, Equitable/Partial/Total Indemnification and Equitable Subrogation, and District Court Civil Cover Sheet upon the following defendant in the within matter, by mailing true and correct copies thereof, via certified mail, return receipt requested, to the following:

XL Insurance America, Inc.
Attn: Toni Ann Perkins
70 Seaview Avenue
Stamford, CT 06902-2040
CERTIFIED MAIL NO. 7017 1070 0000 8962 8800

I declare, under penalty of perjury, that the foregoing is true and correct.

DATED this 19th day of December, 2017.



FELECIA CASCI

Employee of the State of Nevada
Department of Business and Industry
Division of Insurance

RE: Employers Mutual Casualty Company vs. Zurich American Insurance Company, et al.
District Court, Clark County, Nevada
Case No. A-17-766003-C; Dept. No. 14



State of Nevada, Division of Insurance
The document on which this certificate
is stamped is a full, true and correct
copy of the original

Date:

12/19/17

By:



BRIAN SANDOVAL
Governor

STATE OF NEVADA

C.J. MANTHE
Director

BARBARA D. RICHARDSON
Commissioner



DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INSURANCE

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Carson City, Nevada 89706
(775) 687-0700 • Fax (775) 687-0787
Website: doi.nv.gov
E-mail: insinfo@doi.nv.gov

December 19, 2017

Laleaque Grad, Esq.
The Grad Law Firm
8275 South Eastern Avenue, Suite 200-352
Las Vegas, NV 89123

RE: Employers Mutual Casualty Company vs. Zurich American Insurance Company, et al.
District Court, Clark County, Nevada
Case No. A-17-766003-C; Dept. No. 14

Dear Laleaque Grad, Esq.:

The Nevada Division of Insurance ("Division") received the service of process documents on December 15, 2017 regarding the above-entitled matter. Service has been completed on XL Insurance America, Inc. this date and enclosed are the following:

1. A copy of the Division's letter to XL Insurance America, Inc., dated December 19, 2017.
2. A certified copy of the Proof of Service dated December 19, 2017.
3. A copy of the paid invoice in the amount of \$30.00.

Pursuant to *Nevada Revised Statutes* 680A.260, 685A.200, and 685B.050, all documents after initial service of process may be served directly to the party.

Please advise if you have any questions regarding this service.

Sincerely,

BARBARA D. RICHARDSON
Commissioner of Insurance

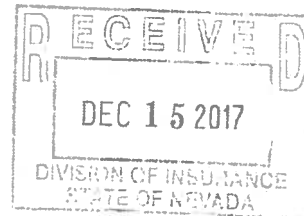
By:

A handwritten signature in cursive script, appearing to read "Felecia Casci", is written over a horizontal line.
FELECIA CASCI
Service of Process Clerk

Enclosures

c: XL Insurance America, Inc.

Electronically Issued
12/12/2017 10:10 AM



SUMM

Laleaque Grad, Esq.
Nevada Bar No.: 8475
THE GRAD LAW FIRM
8275 South Eastern Avenue
Suite 200-352
Las Vegas, NV 89123
Telephone: (702) 990-8387
Facsimile: (702) 990-8681
Email: lgrad@gradlawfirm.com

Attorneys for Plaintiff **EMPLOYERS MUTUAL CASUALTY COMPANY**

DISTRICT COURT

CLARK COUNTY, NEVADA

**EMPLOYERS MUTUAL CASUALTY
COMPANY, an IOWA CORPORATION**

Plaintiff,

v.

**ZURICH AMERICAN INSURANCE
COMPANY, an ILLINOIS
CORPORATION; CATLIN SPECIALTY
INSURANCE COMPANY, a
DELAWARE CORPORATION;
GREENWICH INSURANCE COMPANY,
a DELAWARE CORPORATION, XL
INSURANCE AMERICA, INC., a
DELAWARE CORPORATION and DOES
1 through 250, inclusive,**

Defendants.

**Case No.: A-17-766003-C
Dept. No.: 14**

SUMMONS - CIVIL

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SUMMONS – CIVIL

NOTICE YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS, READ THE INFORMATION BELOW.

TO THE DEFENDANT(S): A civil Complaint has been filed by the Plaintiff against you for the relief as set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you, exclusive of the day of service, you must do the following:
 - (a) File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee.
 - (b) Serve a copy of your response upon the attorney whose name and address as shown below.
2. Unless you respond, your default will be entered upon application of the Plaintiff and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.
3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

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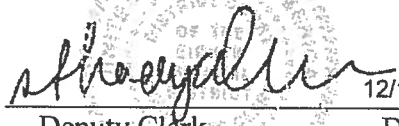
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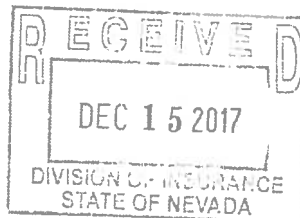
1 4. The State of Nevada, its political subdivisions, agencies, officers,
2 employees, board members, commission members and legislators each
3 have 45 days after service of this Summons within which to file an
4 Answer or other responsive pleading to the Complaint.
5

6 STEVEN D. GRIERSON
7 CLERK OF THE COURT

8
9 By:  12/12/2017
10 Deputy Clerk Date
11 Regional Justice Center
12 200 Lewis Avenue
13 Las Vegas, Nevada 89155
14 Sthacey Alvarez

13 Submitted by:

14 /s/ Laleaque Grad
15 Laleaque Grad, Esq.
16 Nevada Bar No.: 8475
17 THE GRAD LAW FIRM
18 8275 South Eastern Avenue
19 Suite 200-352
20 Las Vegas, NV 89123
21 Telephone: (702) 990-8387
22 Facsimile: (702) 990-8681
23 Email: lgrad@gradlawfirm.com
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25
26
27
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12/8/2017 4:27 PM
Steven D. Grierson
CLERK OF THE COURT

Steven D. Grierson

COMP
Laleaque Grad, Esq.
Nevada Bar No.: 8475
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8275 South Eastern Avenue
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Email: lgrad@gradlawfirm.com

Attorneys for Plaintiff **EMPLOYERS MUTUAL CASUALTY COMPANY**

DISTRICT COURT

CLARK COUNTY, NEVADA

A-17-766003-C

**EMPLOYERS MUTUAL CASUALTY
COMPANY,**

Case No.:

Department 14

Dept. No.:

Plaintiff,

v.

**PLAINTIFF'S COMPLAINT FOR
DECLARATORY RELIEF,
EQUITABLE CONTRIBUTION,
EQUITABLE/PARTIAL/TOTAL
INDEMNIFICATION AND
EQUITABLE SUBROGATION**

**ZURICH AMERICAN INSURANCE
COMPANY; CATLIN SPECIALTY
INSURANCE COMPANY;
GREENWICH INSURANCE
COMPANY; XL INSURANCE
AMERICA, INC. and DOES 1 through
250, inclusive,**

ARBITRATION EXEMPTION:

1. Action for Declaratory Relief
2. Action Seeking Equitable Relief
3. Damages Exceed \$50,000

Defendants.

COMES NOW Plaintiff **EMPLOYERS MUTUAL CASUALTY COMPANY**
("EMC"), by and through its attorney, for claims for relief against Defendants, and each
of them, and alleges as follows:

///

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I.

PARTIES

1. Plaintiff EMC is now, and at all times mentioned herein was, a corporation organized and existing under the laws of the State of Iowa and is duly authorized to do business in the State of Nevada.

2. Defendants ZURICH AMERICAN INSURANCE COMPANY, CATLIN SPECIALTY INSURANCE COMPANY, GREENWICH INSURANCE COMPANY, XL INSURANCE AMERICA, INC., and DOES 1 through 250, inclusive, and each of them, were and are business entities and/or corporations, organized and existing under the laws of one of the States of the United States of America, and are duly licensed and duly authorized to do business in the State of Nevada.

3. The true names and capacities, whether individual, corporate, associate or otherwise, of Defendants DOES 1 through 250, inclusive, are unknown to Plaintiff at this time, who therefore sues said Defendants by such fictitious names and will request leave of court to amend this complaint to show the true names and capacities when the same have been ascertained.

4. Plaintiff is informed and believes and based thereon alleges that each of the Defendants designated as a DOE is responsible in some manner for the events and happenings herein referred to and which proximately caused damages to Plaintiff as hereinafter alleged.

II.

JURISDICTION AND VENUE

5. This action for declaratory relief, equitable contribution, equitable/partial/total indemnification and equitable subrogation is brought pursuant to NRS 30, et seq. and the common law. This Court has jurisdiction over this action as each of the Defendants were, at all relevant times, doing business in the State of Nevada including, without limitation, contracting for insurance in the State of Nevada.

1 III.

2 **GENERAL ALLEGATIONS COMMON TO ALL CLAIMS FOR RELIEF**

3 6. Plaintiff is informed and believes and thereon alleges that Strobel
4 Construction Unlimited ("Strobel") was the general contractor for the construction of
5 the Pro Petroleum Fuel Terminal in Las Vegas, Nevada ("Project").

6 7. Plaintiff is informed and believes and thereon alleges that the Project
7 consisted of the construction of six above ground fuel storage tanks with an impressed
8 Cathodic Protection System ("CP System") to protect the tanks from corrosion.

9 8. Plaintiff EMC issued the following commercial general liability insurance
10 policies to Strobel and its parent company of Strobel Starostka Construction LLC
11 relevant to this matter: 3D8-59-18-10 (effective 5/1/09-5/1/10); 3R8-59-18-11
12 (effective 5/1/10 – 5/1/11); and 3R8-59-18-12 (effective 5/1/11-5/1/12).

13 9. Plaintiff is informed and believes and thereon alleges that on October 14,
14 2009, Strobel entered into a subcontract agreement with Corrpro Companies, Inc.
15 ("Corrpro") to design, provide and install the CP System for the protection of the
16 above-ground storage tanks at the Project.

17 10. Plaintiff is informed and believes and thereon alleges that the subcontract
18 between Strobel and Corrpro required that Corrpro name Strobel as an additional
19 insured under Corrpro's commercial general liability insurance policies as follows:

20 **ARTICLE 7. Insurance.** (a) Subcontractor shall obtain and maintain, at
21 all times during the progress of the Work, all insurance policies and
22 coverages required by Contractor, as specified in Exhibit A attached
23 hereto and incorporated herein. Said policies, where applicable shall
24 contain waiver of subrogation rights against the Owner, Contractor, and
25 their respective agents and employees; it being agreed that the
26 Subcontractor hereby releases and waives any such claims against
27 Owner, Contractor, and their respective agents and employees for
28 accidental damage or loss to such improvements on the Project

* * *

Where applicable, and as required by Contractor, all such policies of insurance shall designate Owner, Contractor and their respective officers, directors and employees as Additional Insureds thereunder.

* * *

EXHIBIT A

INSURANCE REQUIREMENTS

* * *

GENERAL LIABILITY: (Each Occurrence):

- | | |
|--|-------------|
| (1) Each Occurrence: | \$1,000,000 |
| (2) Personal and Advertising Injury: | \$1,000,000 |
| (3) General Aggregate: | \$2,000,000 |
| (4) Products-Completed Operations Aggregate: | \$2,000,000 |
| (5) Property Damage Liability insurance will provide Explosion,
Collapse and Underground coverage where applicable. | |

* * *

IMPORTANT: (MUST BE INCLUDED ON CERTIFICATE)

Strobel Construction Unlimited, Inc. shall be listed as an Additional Insured on a primary and non-contributory basis utilizing CG 2010 and CG2037 07 04.

* * *

11. Plaintiff is also informed and believes and thereon alleges that the subcontract between Strobel and Corpro contains the following indemnity provision:

ARTICLE 8. Indemnification. (a) To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Contractor and all of its directors, officers, agent and employees from and against all claims, damages, losses, fines, assessments, and costs of suit or defense, including but not limited to attorney's fees and expenses (whether or not litigation be commenced) arising out of or resulting from the performance of the Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury or to destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, to the extent caused in whole or in part by any negligent act or omission of the Subcontractor any one directly or indirectly employed by Subcontractor or

1 *anyone for whose acts Subcontractor may be liable, regardless of whether*
 2 *it is caused in part by a party indemnified hereunder. Such obligations*
 3 *shall not be construed to negate, or abridge, or otherwise reduce any other*
 4 *right or obligation of indemnity which would otherwise exists as to any*
 5 *party or person described in this Article.*

6 12. Plaintiff is informed and believes and thereon alleges that Defendant
 7 ZURICH AMERICAN INSURANCE COMPANY ("Zurich") is a corporation
 8 organized and existing under the laws of the State of Illinois with its principal state of
 9 business in the State of Illinois. Zurich issued one or more commercial general liability
 10 insurance policies to Corpro, including policy no. GLO 9325917 (7/1/10-7/1/11).
 11 Strobel qualifies as an additional insured under the Zurich coverage pursuant to the
 12 following endorsement:

13 *ADDITIONAL INSURED – AUTOMATIC – OWNERS, LESSEES OR*
 14 *CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION*

15 * * *

- 16 A. *WHO IS INSURED (Section II) is amended to include as an*
 17 *insured the person or organization shown in the Schedule above,*
 18 *whom you are required to add as an additional insured on this*
 19 *policy under a written contract or written agreement.*
- 20 B. *The insurance provided to the additional insured applies only to*
 21 *"bodily injury", "property damage" or "personal and advertising*
 22 *injury" covered under SECTION I, Coverage A, BODILY INJURY*
 23 *AND PROPERTY DAMAGE LIABILITY and Coverage B,*
 24 *PERSONAL AND ADVERTISING INJURY LIABILITY, but only*
 25 *with respect to liability for "bodily injury", "property damage" or*
 26 *"personal and advertising injury" caused, in whole or in part, by:*

- 27 1. *Your acts or omissions; or*

28 * * *

- F. *For the coverage provided by this endorsement:*

1. *The following paragraph is added to 4. Other Insurance of*
SECTION IV – COMMERCIAL GENERAL LIABILITY
CONDITIONS, under a. Primary Insurance:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is Named Insured.

* * *

13. Plaintiff is informed and believes and thereon alleges that Defendant CATLIN SPECIALTY INSURANCE COMPANY ("Catlin") is corporation organized under the laws of Delaware with its principal place of business in the State of Connecticut. Catlin issued one or more commercial general liability policies to Corpro, including policy no. CLG 2030560712 (7/1/11-7/1/12).

14. Plaintiff is informed and believes and thereon alleges that Defendant GREENWICH INSURANCE COMPANY ("Greenwich") is a corporation organized under the laws of Delaware with its principal place of business in the State of Connecticut. Greenwich issued one or more commercial general liability policies to Corpro, including policy no. CGG 7409109 (7/1/12-7/1/13).

15. Plaintiff is informed and believes and thereon alleges that Defendant XL INSURANCE AMERICA, INC. ("XL Insurance") is a corporation organized under the laws of Delaware with its principal place of business in the State of Connecticut. XL Insurance issued one or more commercial general liability policies to Corpro, including policy no. CGD 7409262 (7/1/13-7/1/14).

16. Plaintiff is informed and believes and thereon alleges that Strobel qualifies as an additional insured under the Catlin, Greenwich and XL Insurance coverage, pursuant to the following endorsement:

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1 *ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS*
 2 *COMPLETED OPERATIONS*

3 * * *

4 *Section II – Who Is An Insured is amended to include as an additional*
 5 *insured the person(s) or organization(s) shown in the Schedule, but only*
 6 *with respect to liability for “bodily injury” or “property damage”,*
 7 *caused in whole or in part, by “your work” at the location designed [sic]*
 8 *and described in the schedule of this endorsement performed for that*
 9 *additional insured and included in the “products-completed operations*
 10 *hazard”.*

11 17. The owner of the Project, Pro Petroleum, alleged that the fuel tanks at the
 12 Project were corroding due to defects associated with the CP System. Both Strobel and
 13 Corpro as well as their insurers were notified of Pro Petroleum’s claim. The parties
 14 participated in a mediation wherein an agreement was made to settle the claims of Pro
 15 Petroleum. The settlement was funded by the insurance carriers subject to a reservation
 16 of rights regarding reallocation of the amounts paid toward the settlement.

17 18. Plaintiff EMC paid \$783,750.00 in order to accomplish the settlement on
 18 behalf of its named insured Strobel.

19 19. Plaintiff is informed and believes and thereon alleges that Strobel is an
 20 additional insured under Defendants’ insurance policies and that Defendants should
 21 reimburse EMC for the payment EMC made in order to resolve the claims against
 22 Strobel which directly stemmed from the work of Defendants’ named insured –
 23 Corpro.

24 20. As a direct consequence of Defendants’ actions, Plaintiff EMC has
 25 incurred damages in excess of \$50,000.00. Plaintiff EMC was required to bring this
 26 action to recover the payment on behalf of Strobel and has thereby incurred, and will
 27 continue to incur, attorneys’ fees.

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1 **FIRST CLAIM FOR RELIEF**

2 (Declaratory Relief)

3 (By Plaintiff EMC against all Defendants)

4 21. Plaintiff re-alleges and incorporates by reference as though as though
5 fully set forth herein, each and every allegation contained in paragraph 1 through 20,
6 inclusive, in this complaint.

7 22. An actual and justiciable controversy has arisen and now exists between
8 Plaintiff EMC and Defendants concerning their rights and duties under the respective
9 insurance policies described above in that Plaintiff EMC claims that the Defendants,
10 and each of them, had a duty to defend and indemnify Strobel in relation to the Pro
11 Petroleum claim and that Plaintiff EMC is entitled to reimbursement and/or
12 contribution from Defendants, and each of them, for those amounts previously paid by
13 EMC. Plaintiff EMC is informed and believes and based thereon alleges that said
14 Defendants deny owing any reimbursement to EMC. The interests of the parties are
15 adverse and Plaintiff EMC has a legally protectable interest in the controversy and the
16 issues are ripe for judicial determination.

17 23. As a direct result of the conduct of the Defendants, and each of them,
18 Plaintiff EMC has incurred damages in excess of \$50,000.00.

19 24. Plaintiff EMC desires a judicial determination and declaration of
20 Plaintiff's and Defendants' respective rights and duties owed to Strobel under their
21 respective policies and pursuant to applicable law, and specifically that the Defendants,
22 and each of them, have a duty to reimburse Plaintiff EMC under Defendants' insurance
23 policies which are primary to those of Plaintiff EMC. Plaintiff EMC further desires a
24 judicial determination and declaration of the equitable and legal amount of said
25 reimbursement obligation as well as a declaration that Defendants are required to
26 reimburse Plaintiff EMC herein for its reasonable attorneys fees incurred in this action,
27 and the amount of such attorneys' fees which Plaintiff EMC may recover.
28

SECOND CLAIM FOR RELIEF

(Equitable Contribution)

(By Plaintiff EMC against all Defendants)

25. Plaintiff EMC re-alleges and incorporates by reference as though fully set forth herein, each and every allegation contained in paragraphs 1 through 24 in this complaint.

26. With respect to each Defendant, this claim for equitable contribution is pled in the alternative to the claim for equitable subrogation.

27. Defendants issued primary additional insured coverage to Strobel, but refused to indemnify Strobel in relation to the claims asserted by Pro Petroleum.

28. Because of the conduct of Defendants and each of them, Plaintiff EMC, under a full reservation of rights, was required to defend and indemnify Strobel in relation to Pro Petroleum's claim.

29. Therefore, Defendants should each be required to reimburse Plaintiff EMC for the cost of resolving Pro Petroleum's claims against Strobel.

30. As a direct consequence of Defendants' and each of their wrongful refusal and failure to provide coverage to Strobel, Plaintiff EMC has incurred damages in excess of \$50,000.00. As a further direct consequence of Defendants' and each of their wrongful refusal and failure to provide coverage to Strobel, Plaintiff EMC was required to bring this recovery action and has thereby incurred, and will continue to incur, attorneys fees.

THIRD CLAIM FOR RELIEF

(Equitable/Partial/Total Indemnification)

(By Plaintiff EMC against all Defendants)

31. Plaintiff EMC re-alleges and incorporates by reference as though fully set forth herein, each and every allegation contained in paragraphs 1 through 30, inclusive, in this complaint.

32. Plaintiff EMC is informed and believes and thereon alleges that the Defendants, and each of them, owe reimbursement for the amount paid by Plaintiff EMC to resolve Pro Petroleum's claims against Strobel pursuant to principles of equitable/partial/total indemnity.

33. As a direct consequence of Defendants' and each of their wrongful refusal and failure to indemnify Strobel, Plaintiff EMC has incurred damages in excess of \$50,000.00. As a further direct consequence of Defendants' actions, Plaintiff EMC was required to bring this action and will continue to incur attorneys' fees.

FOURTH CLAIM FOR RELIEF

(Equitable Subrogation)

(By Plaintiff EMC against Defendants)

34. Plaintiff EMC re-alleges and incorporates by reference as though fully set forth herein, each and every allegation contained in paragraphs 1 through 33, inclusive, in this complaint.

35. As to each Defendant, this claim for equitable subrogation is pled in the alternative to the claim for equitable contribution.

36. Plaintiff EMC is informed and believes and based thereon alleges that Defendants and each of them were legally required and primarily obligated to defend and indemnify Strobel in relation to Pro Petroleum's claims according to the indemnity and insurance provisions found in the subcontract between Strobel and Corrpro and/or according to the Defendants' respective policies of commercial general liability insurance naming Strobel as an additional insured.

37. Because of Defendants' and each of their failure to pay for Strobel's indemnification, Plaintiff EMC was forced to incur the cost of resolving Pro Petroleum's claims against Strobel pursuant to the reservation of rights.

38. Justice requires that Plaintiff EMC's payment be entirely shifted to the Defendants and each of them who are primarily responsible for payment of the same

1 pursuant to the Defendants' respective policies of commercial general liability
2 insurance naming Strobel as an additional insured.

3 39. As a direct consequence of Defendants' and each of their wrongful refusal
4 and failure to indemnify Strobel, Plaintiff EMC has incurred damages in excess of
5 \$50,000.00. As a further direct consequence of Defendants' actions, Plaintiff EMC was
6 required to bring this recovery action and will continue to incur, attorneys' fees.

7 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of
8 them, as follows:

9 1. A judicial determination of each Defendant's duty to defend and
10 indemnify and the equitable and legal amount owed to Plaintiff EMC by each
11 Defendant.

12 2. A judicial determination of the contribution as among Defendants and
13 Plaintiff EMC.

14 3. A judicial determination of the equitable indemnity as among Defendants
15 and Plaintiff EMC.

16 4. A judicial determination of the equitable subrogation as among
17 Defendants and Plaintiff EMC.

18 5. For damages against Defendants in an amount in excess of \$50,000.00.

19 6. For such other and further relief as the court deems proper including, but
20 not limited to, attorneys' fees, costs, investigation fees and interest.

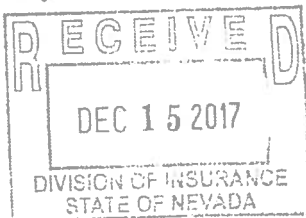
21 DATED: December 8, 2017

THE GRAD LAW FIRM

22
23 /s/ Laleaque Grad

24 Laleaque Grad, Esq.
25 Nevada Bar No.: 8475
26 8275 South Eastern Avenue
27 Suite 200-352
28 Las Vegas, NV 89123
Telephone: (702) 990-8387
Email: lgrad@gradlawfirm.com

11



DISTRICT COURT CIVIL COVER SHEET Clark County, Nevada

A-17-766003-C

Department 14

Case No.

(Assigned by Clerk's Office)

I. Party Information (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone): Employers Mutual Casualty Company 717 Mulberry Des Moines, IA 50309 515-280-2511	Defendant(s) (name/address/phone): Zurich American Insurance Company; Catlin Specialty Insurance Company Greenwich Insurance Company XL Insurance America, Inc.
Attorney (name/address/phone): Laleaque Grad (NV Bar No. 8475) 8275 South Eastern Ave, Suite 200 Las Vegas, NV 89123 (702) 990-8387	Attorney (name/address/phone):

II. Nature of Controversy (please select the one most applicable filing type below)**Civil Case Filing Types**

Real Property Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	Torts Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
Probate Probate (select case type and estate value) <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input checked="" type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	Judicial Review/Appeal Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ Civil Writ <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ		Other Civil Filing Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters

Business Court filings should be filed using the Business Court civil coversheet.

12-8-17

Date

Signature of initiating party or representative

See other side for family-related case filings.